

In re:  
Leslie Klein  
Debtor

Case No. 23-10990-SK  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0973-2  
Date Rcvd: Feb 13, 2025

User: admin  
Form ID: pdf042

Page 1 of 5  
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 15, 2025:

Recip ID	Recipient Name and Address
db	+ Leslie Klein, 322 N. June Street, Los Angeles, CA 90004-1042

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 15, 2025

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 12, 2025 at the address(es) listed below:

Name	Email Address
Alan G Tippie	on behalf of Interested Party Courtesy NEF Alan.Tippie@gmlaw.com atippie@ecf.courtdrive.com;Karen.Files@gmlaw.com,patricia.dillamar@gmlaw.com,denise.walker@gmlaw.com
Alex M Weingarten	on behalf of Creditor Jeffrey Winter aweingarten@willkie.com lcarter@willkie.com
Alex M Weingarten	on behalf of Interested Party Courtesy NEF aweingarten@willkie.com lcarter@willkie.com
Armen Manasserian	on behalf of Plaintiff Franklin Menlo co-trustee of the Franklin Menlo Irrevocable Trust established March 1, 1983 armen@ml-apc.com, jennifer@ml-apc.com,maria@ml-apc.com
Baruch C Cohen	on behalf of Plaintiff David Berger bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com

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Baruch C Cohen	on behalf of Creditor Robert & Esther Mermelstein bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Creditor David Berger bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Plaintiff Robert & Esther Mermelstein bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Beth Ann R. Young	on behalf of Interested Party Life Capital Group LLC bry@lnbyg.com, bry@lnbyb.com
Bradley D. Sharp (TR)	bsharp@dsi.biz
Brandon J. Iskander	on behalf of Creditor Joseph Vago biskander@goeforlaw.com kmurphy@goeforlaw.com
Brandon J. Iskander	on behalf of Interested Party Robert P Goe biskander@goeforlaw.com kmurphy@goeforlaw.com
Brandon J. Iskander	on behalf of Creditor Erica Vago biskander@goeforlaw.com kmurphy@goeforlaw.com
Brett J. Wasserman	on behalf of Plaintiff Adi Vendrigger wasserman@smcounsel.com
Brian A Procel	on behalf of Plaintiff Erica Vago brian@procel-law.com rdankwa@millerbarondess.com;docket@millerbarondess.com
Christopher M McDermott	on behalf of Creditor U.S. Bank National Association as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series ch11ecf@aldridgepite.com, CMM@ecf.inforuptcy.com;cmcdermott@aldridgepite.com
Clarisse Young	on behalf of Creditor Adi Vendrigger youngshumaker@smcounsel.com levern@smcounsel.com
Clarisse Young	on behalf of Plaintiff Adi Vendrigger youngshumaker@smcounsel.com levern@smcounsel.com
Clarisse Young	on behalf of Interested Party Courtesy NEF youngshumaker@smcounsel.com levern@smcounsel.com
Dane W Exnowski	on behalf of Creditor US Bank Trust National Association Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust dane.exnowski@mccalla.com, bk.ca@mccalla.com,mccallaecf@ecf.courtdrive.com
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Eric J Olson	on behalf of Defendant Barbara Klein eric@ejolsonlaw.com
Eric J Olson	on behalf of Defendant Leslie Klein eric@ejolsonlaw.com
Eric J Olson	on behalf of Defendant The Second Amended Klein Living Trust eric@ejolsonlaw.com
Eric J Olson	on behalf of Defendant The Survivor's Trust of Leslie Klein eric@ejolsonlaw.com
Gary Tokumori	on behalf of Interested Party Courtesy NEF gtokumori@pmcos.com
Greg P Campbell	on behalf of Interested Party Courtesy NEF ch11ecf@aldridgepite.com gc@ecf.inforuptcy.com;gcampbell@aldridgepite.com
Jeffrey N Pomerantz	on behalf of Trustee Bradley D. Sharp (TR) jpomerantz@pszjlaw.com
Jeffrey P Nolan	on behalf of Plaintiff Bradley D. Sharp Chapter 11 Trustee jnolan@pszjlaw.com

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Jeffrey W Dulberg	on behalf of Trustee Bradley D. Sharp (TR) jdulberg@pszjlaw.com
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Kenneth Miskin	on behalf of U.S. Trustee United States Trustee (LA) Kenneth.M.Miskin@usdoj.gov
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Kevin Ronk	on behalf of Creditor Franklin Menlo Kevin@portilloronk.com jaclyn@cym.law,karen@cym.law
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Steven M Mayer

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Theron S Covey

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Todd S. Garan

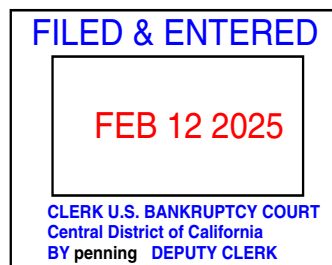
on behalf of Creditor JPMorgan Chase Bank N.A. ch11ecf@aldridgepite.com,  
TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com

United States Trustee (LA)

ustpregion16.la.ecf@usdoj.gov

TOTAL: 93

4 Jeffrey W. Dulberg (CA Bar No. 181200)  
John W. Lucas (CA State Bar No. 271038)  
2 Jeffrey P. Nolan (CA Bar No. 158923)  
PACHULSKI STANG ZIEHL & JONES LLP  
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8 Counsel to Bradley D. Sharp, Chapter 11 Trustee

9  
10 **UNITED STATES BANKRUPTCY COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **LOS ANGELES DIVISION**

13 In re  
14 LESLIE KLEIN,  
15 Debtor.

Case No. 2:23-bk-10990-SK

Chapter 11

**ORDER GRANTING MOTION FOR  
ORDER PURSUANT TO BANKRUPTCY  
RULE 9019 APPROVING SETTLEMENT  
WITH MUTUAL RELEASES BETWEEN  
THE TRUSTEE AND FRANKLIN H.  
MENLO AND JEFFREY WINTER, CO-  
TRUSTEES OF THE FRANKLIN  
MENLO IRREVOCABLE TRUST  
ESTABLISHED MARCH 1, 1983 AND  
GRANTING RELIEF FROM STAY**

[Relates to Docket No. 885]

Date: February 12, 2025  
Time: 9:00 a.m.  
Place: Courtroom 1575  
255 E. Temple Street  
Los Angeles, CA 90012

25 The Court has considered the *Motion for Order Pursuant to Bankruptcy Rule 9019*  
26 *Approving Settlement With Mutual Releases Between the Trustee and Franklin H. Menlo and Jeffrey*  
27 *Winter, Co-Trustees of the Franklin Menlo Irrevocable Trust Established March 1, 1983 and*  
28

1 *Granting Relief From Stay* (the “**Motion**”)<sup>1</sup> [Docket No. 885], filed by Bradley D. Sharp, in his  
2 capacity as Chapter 11 Trustee (the “**Trustee**”) of the bankruptcy estate of Leslie Klein, the  
3 *Declaration of Bradley D. Sharp* (the “**Sharp Declaration**”) filed in support of the Motion, pursuant  
4 to which the Trustee sought approval of a settlement agreement (the “**Settlement Agreement**”), by  
5 and between the Trustee, on the one hand, and Franklin H. Menlo, Co-Trustee of the Franklin Menlo  
6 Irrevocable Trust Established March 1, 1983 (“**Menlo**”) and Jeffrey Winter, Co-Trustee of the  
7 Franklin Menlo Irrevocable Trust Established March 1, 1983 (“**Winter**”, and together with Menlo,  
8 the “**Menlo Parties**” and together with the Trustee, the “**Parties**”), on the other hand. No timely  
9 opposition to the Motion was filed. .

10 The terms of the settlement (the “**Settlement**”) are specifically set forth in the Settlement  
11 Agreement, a copy of which is attached to the Sharp Declaration. Based upon the Court’s review of  
12 the Motion, the Sharp Declaration, and the Settlement, the Court finds that (1) the relief requested in  
13 the Motion is reasonable, appropriate, and in the best interests of the Parties; and (2) notice of the  
14 Motion was adequate and appropriate under the circumstances and no further notice be given,  
15 therefore

16 **IT IS HEREBY ORDERED:**

17 1. The Motion is granted and the Settlement and the Settlement Agreement are approved  
18 in their entirety except as otherwise set forth herein.

19 2. The Trustee is authorized to enter into and take any and all actions reasonably  
20 necessary to effectuate the Settlement Agreement.

21 3. By agreement of the parties to the Settlement Agreement, paragraph 1(b) of the  
22 Settlement Agreement shall be modified to read as follows: “(b) the date that an order is entered by  
23 the Court approving the Agreement.”

24 4. On the Effective Date (as defined in the Settlement Agreement), the Menlo Parties’  
25 \$55,431,823.00 proof of claim (the “**Menlo Claim**”) shall be allowed as (a) a general unsecured  
26 claim in the amount of \$19,225,065.00 (the “**General Unsecured Claim**”) and (b) a subordinated  
27

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28 <sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement and the Motion.

1 unsecured claim in the amount of \$11,176,758.00 (the “**Subordinated Unsecured Claim**”) with all  
2 other amounts set forth in the filed proof of claim disallowed;


3 5. The Subordinated Unsecured Claim shall not be entitled to a distribution from the  
4 Estate unless and until all allowed general unsecured claims (including the General Unsecured  
5 Claim) have been paid in full but shall be entitled to be paid in full to the extent estate assets are  
6 available prior to any distribution from the Estate to the Debtor. All other amounts asserted in the  
7 Menlo Claim not otherwise allowed by the Settlement Agreement shall be disallowed as of the  
8 Effective Date.

9 6. On the Effective Date, the \$300,000.00 settlement payment previously delivered to  
10 the Trustee shall become property of the bankruptcy estate; and

11 7. The Court will presently enter the Lift Stay Order granting the Menlo Parties relief  
12 from the automatic stay to proceed to judgment on their Probate Court claims, *provided, however*,  
13 the Menlo Parties will not be permitted to collect any resulting judgment, claims or similar awards  
14 from Estate assets, nor will they be permitted to increase the amount of their General Unsecured  
15 Claim or their Subordinated Unsecured Claim against the Estate as a result of any such judgment,  
16 claims or similar awards; and *provided further* that the Menlo Parties shall not be entitled to present  
17 or file the Lift Stay Order with the Probate Court prior to the Effective Date of the Settlement  
18 Agreement.

19  
20 ###

21  
22  
23 Date: February 12, 2025

24   
Sandra R. Klein  
United States Bankruptcy Judge